

United States County Court

Dejan Bligen

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Plaintiff

Case No: 2:24-cv-05969-RMG-MHC

Vs.

NAVIENT SOLUTIONS LLC

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Defendant

2024 OCT 21 AM 10:26  
BOSTON, CHARLESTON

Memorandum of Law

Notice of Omnibus Motion

Affidavit/Notice of Commercial Fraud on Negotiable Instrument

This affidavit is made pursuant to the above federal laws and notice of Defenses in respect to payment of Alleged Debt SC UCC Title 36 Sec. 3-302: along with USC Title 12-Banks & Banking, & USC Title 15 of the Fair Debt Collection Practices Act section 1692.

"I Dejan Bligen declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]

Motion to Compel Discovery Rule 26 hearing FRCP

- 1) It is a fact of Statute by and through the Constitution and laws of the United States that the Said Directors of the Financial Institution have a Statutory oath to Support the Constitution and the

Banking Statutes of the United States. In Particular the notice of the Registration of that Oath is listed at Public Law Volume 13 Stat 99-118 38<sup>th</sup> Congress.

- 2) Inside of the provisions of that statute the Bank Directors have allowed for direct violations of their oath as an financial agent of the federal government. Those actions include: Not providing consideration in a said loan, or providing from an external source in violation of the original agreement (as Banks cannot loan capital Stock or the Stock of their depositors according to the statute), failing to answer several freedom of information requests as well as failing to answer to challenges to the debt though they are required to by the Fair Debt Collections Practice Act, endorsing the Note/Bond after the initial transaction in order to receive funds through my signature, fraudulently acting as and assuming the legal position of a Lender when in fact they provided no consideration in the contract, transferring a loan after actions and notices of fraud had been made against the transaction in violation of South Carolina Law.
- 3) Each and every one of the above claims I noted in my exhibits, through the notices I mailed them and now through this request for discovery.
- 4) I request the oath of Bank Director and CEO David L. Yowan of NAVIENT SOLUTIONS LLC, The CFO Joe Fisher of NAVIENT SOLUTIONS LLC, Vice President Patricia Nash Christel of NAVIENT SOLUTIONS LLC to determine the exact language of their Statutory Oath as Directors of a National Bank that is registered with the Comptroller of Currency. I have attached a freedom of Information request for this information and upon order of the court will resubmit this information if needed in order to get the statutory oath.
- 5) I demand that a Hearing be held to set-up an opportunity to ask the Directors of both institutions the direct questions of the interrogatives for compulsion of discovery that I mailed them exhibits which were included in my original complaint and included herein(Exhibits]. I am requesting to take Depositions in order to determine whether or not they have specifically violated their statutory oaths and acted under color of authority in respect to the contract that their institution made with me.

### **Motion to Produce Documents**

- 6) I am demanding a certified copy of the original Note/Bond front and Back Copies.
- 7) I am Demanding that if the parties are not in possession of the original note and if they know its whereabouts that they produce that information for the record so that freedom of information

request can be made.

## **Motion for a Jury Trial**

- 8) I am demanding a jury trial in this case as I am entitled to such by right.

Notice of Laws that Pertain Specifically to the Case

- 9) I am incorporating Case Law that supports my original complaint.

- 10) The first is the case law that pertains to the priority of federal banking statutes statutes over the United States Code Banks and Banking.

- 11) This is an important aspect to my case because title 12 of Banks and Banking is not considered positive law.

- 12) The courts of every district in the federal jurisdiction including the Supreme Court have consistently stated that the Statutes of the United States hold precedent over the United States Code and when left to interpretation it is the Statutes that hold authority. This is important because it is the Statutes that govern the actions of the aforementioned directors that prove their color of authority actions

- 13) Also I am incorporating for the judges review aspects of Public Law Volume 13 Stat99-118 38<sup>th</sup> Congress that will support my allegations.

- 14) It is clear that the Defendants attorneys refused to answer to any of my initial claims and instead resorting to name calling associating me with internet scams, and never addressing any of the points of law or allegations made.

- 15) It is more that obvious after initial research from the Statutes that the Bank directors mentioned herein have a statutory obligation. The question herein is whether they violated that statutory obligation and acted under color of authority and prohibited me from a federal right, privilege or immunity that I am guaranteed under Statute and under title 42 section 1983 of the United States Code as expressed in the Statute that governs the activity of the Bank Directors, loans from their institutions, and interactions with bonds and mortgages with Citizens.

Remedy Request

- 16) I am requesting that the court grant me the Motion to Compel Discovery

- 17) I am requesting that the court demand the production of the Documents listed herein

- 18) I am requesting that the court grant me a jury trial

- 19) I am requesting that the court grant me all of the relief in this omnibus Motion and any further relief

that it sees fit.

- 20) I am requesting the state court judges of this jurisdiction and venue recuse themselves if it cannot adjudicate on this case due to the federal laws required in order for remedy and relief to be provided
- 21) All former arguments of the initial complaint are herein incorporated

### **Affidavit of Facts**

- 1) Dejan Bligen [Depositor/Creditor] provided NAVIENT SOLUTIONS LLC with a deposit by way of negotiable instrument which the plaintiff is claiming to be the holder of the said negotiable instrument which covered all purchases made through my bond account number 9670740418-1.
- 2). Defendants claim of indebtedness of Plaintiff is inaccurate and fraudulent. There was never a loan given by NAVIENT SOLUTIONS LLC to Dejan Bligen. Dejan Bligen is not a debtor in this contract, Dejan Bligen is of the understanding that he is the Creditor. Dejan Bligen provided the assets in this contract in the form of a Checkbook deposit to NAVIENT SOLUTIONS LLC which NAVIENT SOLUTIONS LLC is the claimed holder of the said note which proves the transaction as a check-book deposit establishing a line credit account created through the note deposited by Dejan Bligen with NAVIENT SOLUTIONS LLCNAVENT SOLUTIONS LLC Bank
- 3) There is no present verifiable lawful obligation by Dejan Bligen to pay a debt. Demand for an obligor to pay a monetary demand is governed by South Carolina 'Commercial Transactions' Title 36: Chapter 3-110 & 3-302 and as the Plaintiffs claim is that he owes nothing to the defendant, plaintiff testifies for the record that defendant is committing commercial fraud by demanding payment where there is no binding contractual obligation and no supporting proof that NAVIENT SOLUTIONS LLC is a lender to Dejan Bligen. The simple proof lies in the original note deposited with the financial institution which must be subpoenaed in order to prove the commercial fraud committed by the alleged defendant as the Defendant is NOT a holder or Holder in due course pursuant to SC Title 36 Section 36-3-302 which states, "SC Title 36 Section 36-3-302, Holder in due course  
a. Subject to subsection c. of this section and subsection a. of 36-3-302, "holder in due course" means the holder of an instrument if:  
  
(1) the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity.
- 4) Dejan Bligen is not entitled to pay the instrument according to SC Title 36 3-302,

**"3305. Defenses and claims in recoupment.**

(a) General rule.--Except as stated in subsection (b), the right to enforce the obligation of a party to pay an instrument is subject to the following:

1. a defense of the obligor based on:

1. duress, lack of legal capacity or illegality of the transaction which, under other law, nullifies the obligation of the obligor;
2. fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms;"

5) The rules in Banking that govern NAVIENT SOLUTIONS LLC as a financial institution are at United States Code Title 12 Banks & Banking. According to the Public Statute at Large 13 section 9 stat 99 which is the original Congressional Statute that serves as the Positive Law of the Prima facie Law at USC Title 12 Banks & Banking financial institutions cannot,

1. Loan the capital stock of their Directors USC Title 12 section 83 (a), "(a) General prohibition

No national bank shall make any loan or discount on the security of the shares of its own capital stock

2. Loan the check book deposits of their customers

3. Loan money from an unidentified line of credit SC Title 36-3-302 'fraud upon an instrument (ii), & (iii)

Any one of these actions would violate the original Public Statutes at Large 13<sup>th</sup> Congress which are positive law placed as prima facie law at United States Code Title 12 Banks and Banking.

6) NAVIENT SOLUTIONS LLC has also committed fraud by stating that they are providing a loan and not providing the source of the law and or means by which the loan was procured.

7) Dejan Bligen states that Lender also has violated section 1692f Of USC 15 of the Fair Debt Collections Practice Act stated herein as

*A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:*

*(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.*

8) Dejan Bligen states that the Lender has also violated

USC 15 1692e "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section

(2) The false representation of—

(A) The character, amount, or legal status of any debt;

#### Remedy Demand

Wherefore Defendant demand for payment cannot be granted without providing proof that they are a lender who provided assets to Dejan Bligen. The basis of the Plaintiff claim is rooted in the original note. NAVIENT SOLUTIONS LLC cannot enforce payment on an instrument that it is not the holder in due course of. Wherefore:

- a) Plaintiff demands that the court subpoena the original instrument/note with the original signature of Dejan Bligen.
- b) Plaintiff demands that an audit of the account mentioned herein are done to see whether it was a loan or a checkbook deposit.
- c) If there is no original note provided the Defendant has no legal or lawful claim and the case must be ruled in favor of Plaintiff with no obligation of further payment to Defendant as any debtor.
- d) Plaintiff demands that the claims of the Defendant be only assessed within the realm of law that governs enforcement of paying instruments [SC Title 36 sec. 3-302 – Commercial transactions] and United States Code Title 12 Banks and Banking, 38th Congress Stat 99-118 National Banking Associations as Title 12 Banks & Banking is only *prima facie* evidence of the Positive law of Public Statutes 13 stat 99 which governs Banks and Banking.
- e) Plaintiff demands that NAVIENT SOLUTIONS LLC identify the source of the funds as Federal law proves that the Directors of the Bank cannot lend 1) their Stock, 2) Banks cannot lend the assets of their customers, and 3) banks cannot provide a line of credit without identifying the source of the funds.
- f) Plaintiff demands removal of NAVIENT SOLUTIONS LLC as a Creditor from all Credit Reports.
- g) Plaintiff demands payment of damages in the amount of \$89,700.00

I Dejan Bligen declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

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[Made pursuant to Title 28USCA Section 1746]